

POLIZZOTTO & POLIZZOTTO, LLC
Emilio Rodriguez, Esq.
6911 18th Avenue
Brooklyn, New York 11204
Attorneys for Defendant
Tel. No. (718) 232-1250

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

TYLER ERDMAN,
Plaintiff,
against

Civil Action No. 1:20-cv-4162
(LGS) (GWG)

ADAM VICTOR,
Defendant.

Defendant ADAM VICTOR by his attorneys, POLIZZOTTO & POLIZZOTTO, LLC, hereby responds to the allegations contained in Plaintiff TYLER ERDMAN's ("Plaintiff") Second Amended Complaint as follows:

AS AND FOR AN ANSWER TO THE NATURE OF THE ACTION

1. Denies knowledge or information sufficient to form a belief as to the validity of the allegations contained in paragraph 1 of the Second Amended Complaint.
2. Denies each and every allegation contained in paragraph 2 of the Second Amended Complaint.
3. Denies each and every allegation contained in paragraph 3 of the Second Amended Complaint.

4. Denies each and every allegation contained in paragraph 4 of the Second Amended Complaint.

5. Denies each and every allegation set forth in paragraph 5 of the Second Amended Complaint.

6. Denies each and every allegation contained in paragraph 6 of the Second Amended Complaint.

7. Denies each and every allegation contained in paragraph 7 of the Second Amended Complaint.

8. Denies each and every allegation contained in paragraph 8 of the Second Amended Complaint except admits that the parties have filed various actions against each other.

9. Denies knowledge or information sufficient to form a belief as to the validity of the allegations contained in paragraph 9 of the Second Amended Complaint.

10. Denies each and every allegation contained in paragraph 10 of the Second Amended Complaint.

11. Denies each and every allegation contained in paragraph 11 of the Second Amended Complaint.

12. Denies each and every allegation contained in paragraph 12 of the Second Amended Complaint.

13. Denies each and every allegation contained in paragraph 13 of the Second Amended Complaint.

14. Denies the allegations contained in paragraph 14 of the Second Amended

Complaint but admits that he sent the May 31, 2019 letter to unit owners and made the statement regarding the “extortionate money grab.”

15. Denies each and every allegation contained in paragraph 15 of the Second Amended Complaint.

16. Denies each and every allegation contained in paragraph 16 of the Second Amended Complaint.

17. Denies each and every allegation contained in paragraph 17 of the Second Amended Complaint.

18. Denies each and every allegation contained in paragraph 18 of the Second Amended Complaint.

19. Denies each and every allegation contained in paragraph 19 of the Second Amended Complaint.

20. Denies knowledge or information sufficient to form a belief as to the information contained in paragraph 20 of the Second Amended Complaint.

21. Admits the allegations contained in paragraph 21 of the Second Amended Complaint.

22. Denies each and every allegation contained in paragraph 22 of the Second Amended Complaint.

23. Denies each and every allegation contained in paragraph 23 of the Second Amended Complaint.

24. Denies each and every allegation contained in paragraph 24 of the Second Amended Complaint.

25. Denies each and every allegation contained in paragraph 25 of the Second Amended Complaint.

26. Denies each and every allegation contained in paragraph 26 of the Second Amended Complaint.

27. Denies each and every allegation contained in paragraph 27 of the Second Amended Complaint.

28. Denies each and every allegation contained in paragraph 28 of the Second Amended Complaint.

29. Denies each and every allegation contained in paragraph 29 of the Second Amended Complaint.

30. Denies each and every allegation contained in paragraph 30 of the Second Amended Complaint.

31. Denies each and every allegation contained in paragraph 31 of the Second Amended Complaint.

32. Denies each and every allegation contained in paragraph 32 of the Second Amended Complaint.

33. Denies each and every allegation contained in paragraph 33 of the Second Amended Complaint.

34. Denies each and every allegation contained in paragraph 34 of the Second Amended Complaint.

35. Denies each and every allegation contained in paragraph 35 of the Second Amended Complaint.

36. Denies each and every allegation contained in paragraph 36 of the Second Amended Complaint.

37. Denies each and every allegation contained in paragraph 37 of the Second Amended Complaint.

38. Denies each and every allegation contained in paragraph 38 of the Second Amended Complaint.

39. Denies each and every allegation contained in paragraph 39 of the Second Amended Complaint.

40. Denies each and every allegation contained in paragraph 40 of the Second Amended Complaint.

41. Denies each and every allegation contained in paragraph 41 of the Second Amended Complaint.

42. Denies each and every allegation contained in paragraph 42 of the Second Amended Complaint.

43. Denies each and every allegation contained in paragraph 43 of the Second Amended Complaint.

44. Denies each and every allegation contained in paragraph 44 of the Second Amended Complaint.

45. Denies each and every allegation contained in paragraph 45 of the Second Amended Complaint.

46. Denies each and every allegation contained in paragraph 46 of the Second Amended Complaint.

47. Denies each and every allegation contained in paragraph 47 of the Second Amended Complaint.

48. Denies each and every allegation contained in paragraph 48 of the Second Amended Complaint.

49. Denies each and every allegation contained in paragraph 49 of the Second Amended Complaint.

50. Denies each and every allegation contained in paragraph 50 of the Second Amended Complaint.

51. Denies each and every allegation contained in paragraph 51 of the Second Amended Complaint.

52. Denies each and every allegation contained in paragraph 52 of the Second Amended Complaint.

53. Denies each and every allegation contained in paragraph 53 of the Second Amended Complaint.

54. Denies each and every allegation contained in paragraph 54 of the Second Amended Complaint.

55. Denies each and every allegation contained in paragraph 55 of the Second Amended Complaint.

56. Denies each and every allegation contained in paragraph 56 of the Second Amended Complaint.

57. Denies each and every allegation contained in paragraph 57 of the Second Amended Complaint.

58. Denies each and every allegation contained in paragraph 58 of the Second Amended Complaint.

59. Denies each and every allegation contained in paragraph 59 of the Second Amended Complaint.

60. Denies each and every allegation contained in paragraph 60 of the Second Amended Complaint.

61. Denies each and every allegation contained in paragraph 61 of the Second Amended Complaint.

62. Denies each and every allegation contained in paragraph 62 of the Second Amended Complaint.

63. Denies each and every allegation contained in paragraph 63 of the Second Amended Complaint except admits he circulated a letter to unit owners on May 31, 2019.

64. Denies knowledge or information sufficient to form a belief as to the information contained in paragraph 64 of the Second Amended Complaint.

65. Denies knowledge or information sufficient to form a belief as to the information contained in paragraph 65 of the Second Amended Complaint.

66. Denies each and every allegation contained in paragraph 66 of the Second Amended Complaint.

67. Denies each and every allegation contained in paragraph 62 of the Second Amended Complaint.

68. Denies each and every allegation contained in paragraph 68 of the Second Amended Complaint.

69. Denies each and every allegation contained in paragraph 69 of the Second Amended Complaint.

70. Denies each and every allegation contained in paragraph 70 of the Second Amended Complaint.

71. Denies each and every allegation contained in paragraph 71 of the Second Amended Complaint.

72. Denies each and every allegation contained in paragraph 72 of the Second Amended Complaint.

73. Denies knowledge or information sufficient to form a belief as to the information contained in paragraph 73 of the Second Amended Complaint.

74. Denies knowledge or information sufficient to form a belief as to the information contained in paragraph 74 of the Second Amended Complaint.

75. Denies each and every allegation contained in paragraph 75 of the Second Amended Complaint.

76. Denies each and every allegation contained in paragraph 76 of the Second Amended Complaint.

77. Denies each and every allegation contained in paragraph 77 of the Second Amended Complaint.

78. Denies each and every allegation contained in paragraph 78 of the Second Amended Complaint.

79. Denies each and every allegation contained in paragraph 79 of the Second Amended Complaint.

80. Denies each and every allegation contained in paragraph 80 of the Second Amended Complaint.

81. Denies each and every allegation contained in paragraph 81 of the Second Amended Complaint.

82. Denies each and every allegation contained in paragraph 82 of the Second Amended Complaint.

83. Denies each and every allegation contained in paragraph 83 of the Second Amended Complaint.

84. Denies each and every allegation contained in paragraph 84 of the Second Amended Complaint.

85. Denies knowledge or information sufficient to form a belief as to the information contained in paragraph 85 of the Second Amended Complaint.

86. Denies each and every allegation contained in paragraph 86 of the Second Amended Complaint.

87. Denies each and every allegation contained in paragraph 87 of the Second Amended Complaint.

88. Denies each and every allegation contained in paragraph 88 of the Second Amended Complaint.

89. Denies each and every allegation contained in paragraph 89 of the Second Amended Complaint.

90. Denies each and every allegation contained in paragraph 90 of the Second Amended Complaint.

91. Denies each and every allegation contained in paragraph 91 of the Second Amended Complaint.

92. Denies each and every allegation contained in paragraph 92 of the Second Amended Complaint.

93. Denies knowledge or information sufficient to form a belief as to the information contained in paragraph 93 of the Second Amended Complaint.

94. Denies knowledge or information sufficient to form a belief as to the information contained in paragraph 94 of the Second Amended Complaint.

95. Denies knowledge or information sufficient to form a belief as to the information contained in paragraph 95 of the Second Amended Complaint.

96. Denies knowledge or information sufficient to form a belief as to the information contained in paragraph 96 of the Second Amended Complaint.

97. Denies knowledge or information sufficient to form a belief as to the information contained in paragraph 97 of the Second Amended Complaint.

98. Denies knowledge or information sufficient to form a belief as to the information contained in paragraph 98 of the Second Amended Complaint.

99. Denies knowledge or information sufficient to form a belief as to the information contained in paragraph 99 of the Second Amended Complaint.

100. Denies knowledge or information sufficient to form a belief as to the information contained in paragraph 100 of the Second Amended Complaint.

101. Denies knowledge or information sufficient to form a belief as to the information contained in paragraph 101 of the Second Amended Complaint.

102. Denies knowledge or information sufficient to form a belief as to the information contained in paragraph 102 of the Second Amended Complaint.

103. Denies knowledge or information sufficient to form a belief as to the information contained in paragraph 103 of the Second Amended Complaint.

104. Denies each and every allegation contained in paragraph 104 of the Second Amended Complaint.

105. Denies each and every allegation contained in paragraph 105 of the Second Amended Complaint.

106. Denies each and every allegation contained in paragraph 106 of the Second Amended Complaint.

107. Denies each and every allegation contained in paragraph 107 of the Second Amended Complaint.

108. Denies knowledge or information sufficient to form a belief as to the information contained in paragraph 108 of the Second Amended Complaint.

109. Denies each and every allegation contained in paragraph 109 of the Second Amended Complaint.

110. Denies knowledge or information sufficient to form a belief as to the information contained in paragraph 110 of the Second Amended Complaint, except admits he was involved in California litigation involving two Gulfstream jets.

111. Denies each and every allegation contained in paragraph 111 of the Second Amended Complaint.

112. Denies each and every allegation contained in paragraph 112 of the Second

Amended Complaint.

113. Denies each and every allegation contained in paragraph 113 of the Second Amended Complaint.

114. Denies knowledge or information sufficient to form a belief as to the information contained in paragraph 114 of the Second Amended Complaint.

115. Denies each and every allegation contained in paragraph 115 of the Second Amended Complaint.

116. Denies each and every allegation contained in paragraph 116 of the Second Amended Complaint.

117. Denies each and every allegation contained in paragraph 117 of the Second Amended Complaint.

118. Denies each and every allegation contained in paragraph 118 of the Second Amended Complaint.

119. Denies each and every allegation contained in paragraph 119 of the Second Amended Complaint.

120. Denies each and every allegation contained in paragraph 120 of the Second Amended Complaint.

121. Denies each and every allegation contained in paragraph 121 of the Second Amended Complaint.

122. Denies each and every allegation contained in paragraph 122 of the Second Amended Complaint.

123. Denies each and every allegation contained in paragraph 123 of the Second

Amended Complaint.

124. Denies each and every allegation contained in paragraph 124 of the Second Amended Complaint.

125. Denies each and every allegation contained in paragraph 125 of the Second Amended Complaint.

126. Denies each and every allegation contained in paragraph 126 of the Second Amended Complaint.

127. Denies each and every allegation contained in paragraph 127 of the Second Amended Complaint.

128. Denies each and every allegation contained in paragraph 128 of the Second Amended Complaint.

129. Denies each and every allegation contained in paragraph 129 of the Second Amended Complaint, except admits he helped Khatskevich obtain an H1-B visa.

130. Denies each and every allegation contained in paragraph 130 of the Second Amended Complaint.

131. Denies each and every allegation contained in paragraph 131 of the Second Amended Complaint.

132. Denies each and every allegation contained in paragraph 132 of the Second Amended Complaint.

133. Denies each and every allegation contained in paragraph 133 of the Second Amended Complaint.

134. Denies each and every allegation contained in paragraph 134 of the Second

Amended Complaint.

135. Denies each and every allegation contained in paragraph 135 of the Second Amended Complaint.

136. Denies each and every allegation contained in paragraph 136 of the Second Amended Complaint.

137. Denies each and every allegation contained in paragraph 137 of the Second Amended Complaint.

138. Denies each and every allegation contained in paragraph 138 of the Second Amended Complaint.

139. Denies each and every allegation contained in paragraph 139 of the Second Amended Complaint.

140. Denies each and every allegation contained in paragraph 140 of the Second Amended Complaint.

141. Denies each and every allegation contained in paragraph 141 of the Second Amended Complaint.

142. Denies each and every allegation contained in paragraph 142 of the Second Amended Complaint.

143. Denies each and every allegation contained in paragraph 143 of the Second Amended Complaint.

144. Denies each and every allegation contained in paragraph 144 of the Second Amended Complaint.

145. Denies each and every allegation contained in paragraph 145 of the Second

Amended Complaint.

146. Denies each and every allegation contained in paragraph 146 of the Second Amended Complaint.

147. Denies each and every allegation contained in paragraph 147 of the Second Amended Complaint.

148. Denies each and every allegation contained in paragraph 148 of the Second Amended Complaint.

149. Denies each and every allegation contained in paragraph 149 of the Second Amended Complaint.

150. Denies each and every allegation contained in paragraph 150 of the Second Amended Complaint.

151. Denies each and every allegation contained in paragraph 151 of the Second Amended Complaint.

152. Denies each and every allegation contained in paragraph 152 of the Second Amended Complaint.

AS AND FOR THE FIRST CAUSE OF ACTION

153. Defendant repeats and realleges each and every denial contained in each and every preceding paragraph as if set forth fully herein.

154. Denies each and every allegation contained in paragraph 154 of the Second Amended Complaint.

155. Denies each and every allegation contained in paragraph 155 of the Second Amended Complaint.

156. Denies each and every allegation contained in paragraph 156 of the Second Amended Complaint.

157. Denies each and every allegation contained in paragraph 157 of the Second Amended Complaint.

158. Denies each and every allegation contained in paragraph 158 of the Second Amended Complaint.

159. Denies each and every allegation contained in paragraph 159 of the Second Amended Complaint.

160. Denies each and every allegation contained in paragraph 160 of the Second Amended Complaint.

161. Denies each and every allegation contained in paragraph 161 of the Second Amended Complaint.

AFFIRMATIVE DEFENSES

First Affirmative Defense

162. Plaintiff's claims are barred due to a lack of jurisdiction due to the fact there is no proof his cause of action meets the jurisdictional amount required under 28 U.S.C. §1332.

Second Affirmative Defense

163. Plaintiff's claims are barred, in whole or in part, by the applicable statute of limitations.

Third Affirmative Defense

164. Plaintiff's claims are barred due to the doctrine of unclean hands.

Fourth Affirmative Defense

165. Plaintiff's claims are barred, in whole or in part, due to the truth of the assertions made by the Defendant.

WHEREFORE, defendant demand judgment against the plaintiff:

- a. dismissing the Second Amended Complaint its entirety;
- b. for costs and disbursements; and
- c. for such other and further relief as this Court deems just and proper.

Dated: Brooklyn, New York
December 1, 2021

POLIZZOTTO & POLIZZOTTO, LLC

/S/ Emilio Rodriguez_____
By: EMILIO RODRIGUEZ (ER02526)
Attorneys for Defendants
Office & P.O. Address
6911 18th Avenue
Brooklyn, New York 11204
(718) 232-1250